

CHESTERFIELD COUNTY PURCHASING DEPARTMENT CHESTERFIELD, VIRGINIA Invitation for Bids



IER Number	Invitation for Bids 17-1683
	June 8, 2017
	June 26, 2017, 2:00 P.M.
Bid Opening Location:	
Smith, at (804) 748-1702, or by er least seven (7) business days price bidder concerning this solicitation elsewhere in this document, is prothe bidder from this transaction.	arise as a result of this solicitation may be addressed to Thomas W. mail to purchasing@chesterfield.gov . Inquiries must be received at or to the due date in order to be considered. Contact initiated by a with any other County representative, not expressly authorized phibited. Any such unauthorized contact may result in disqualification of mation: Various locations as specified ntal charges shall be included.
 the accompanying bid is not the person or company engaged punishable under § 18.2-498. and unlawful collusion are crire. Government Bid Rigging Act, prison sentences, and civil da that the accompanying bid is in Government Conflict of Interese without limitation, no County/S family shall have a proscribed that the accompanying bid is in 	in compliance with applicable provisions of the State and Local sts Act (§ 2.2-3100, et. seq. of the Code of Virginia). Specifically, School Board employee or a member of the employee's immediate I personal interest in a contract; and in accordance with applicable provisions of the Virginia Public in Public Contracting (§ 2.2-4367, et. seq. of the Code of Virginia), and
agrees to furnish the goods/service	for Bids and to all conditions imposed therein the undersigned offers and ses in accordance with this signed bid.
Remit To Address:	

Email: _____

Title: _____

Signature:

Name (type/print):

TABLE OF CONTENTS

l.	PURPOSE	3
II.	BACKGROUND	3
III.	SCOPE OF WORK/SPECIFICATIONS	3
IV.	INSTRUCTIONS	4
V.	TERMS AND CONDITIONS	5
VII.	BID FORM	22
АТ	TACHMENT A - Virginia State Corporation Commission (SCC) Registration	
Info	ormation	25
АТ	TACHMENT B - Locations	26

I. PURPOSE

The purpose of this Invitation for Bids (IFB) is to establish a requirements contract for pumping and transporting (transfer) wastewater sludge between two Chesterfield County Schools and the County's two wastewater treatment plants (WWTP) and for periodic pumping of the County's septic tanks.

II. <u>BACKGROUND</u>

A. County Schools Sludge Transfer

Chesterfield County Public Schools (CCPS) operates package wastewater treatment plants at two schools to provide sanitary wastwater treatment. Due to the nature of operations, periodic sludge transfer is required to either obtain sludge for package plants' start-up following operational shut-down periods, or for disposal of treated or untreated sanitary sludge/wastewater collected from the package plants during non-operational periods. The County's two WWTP's are the only approved disposal sites for this sludge.

B. Pumping County Septic Tanks

The County has 12 septic tanks at various locations. These tanks require pumping and disposal of waste at different time intervals. Tank capacities range from 1500 to 2000 gallons, with the exception of the animal shelter which has an approximate capacity of 700 gallons. The animal shelter's septic tank is exclusively used for animal waste.

III. SCOPE OF WORK/SPECIFICATIONS

- A. Planned transfers to each school from the County wastewater treatment plants are:
 - 1. August, typically the last week of the month preceding the Labor Day holiday.
 - 2. Mid-December through January 1, typically the week preceding New Year's Day.
 - 3. Spring Break, typically follows a one week shut-down period before or after the CCPS Spring holiday.

Unplanned transfers may be required anytime due to recovery from plant upsets, unplanned maintenance/repair re-starts, preventive maintenance re-starts, and operations augmentation.

- B. Planned transfers to the County wastewater treatment plants from each school are:
 - 1. June, typically shutdown starts during the last week of June and lasts until the end of August pending school building usage during this time period. However, CCPS is considering operating their WWTP's year-round.
 - 2. December, typically one to two weeks prior to Christmas day depending on the

school closing date.

3. Spring, typically either one or two weeks prior to Spring Break.

Unplanned transfers may be required anytime due to maintenance/cleaning in either the school buildings or at the WWTP influent irregularities, discharge failures, effluent quality excursions, or sludge over production.

- C. Sludge transfer from the WWTP to the schools:
 - Start up from a complete shutdown is typically 12,000 gallons of activated sludge one time. Additional activated sludge will typically be in 1,000 gallon increments as needed.
 - 2. Start up from a partial shutdown or system recovery will be in 1,000 gallon increments as needed.
- D. Sludge transfer from the school to the WWTP:
 - Sludge remvoal to initiate a complete shutdown is typically 2,000 gallons of activated sludge once. Additional activated sludge will typically be in 1,000 gallon increments as needed.
 - 2. Sludge removal during a parital plant shut down will typically be in 1,000 gallon increments as needed.
 - 3. Sludge removal during a complete plant shutdown is typically up to 1,500 gallons of primarily sanitary waste sludge.

IV. INSTRUCTIONS

A. Submission and Receipt of Bids

- 1. Sealed bids shall be received in the Chesterfield County Purchasing Department, 9901 Lori Road, Lane B. Ramsey Building, 3rd Floor, Room 303, P.O. Box 51, Chesterfield, Virginia, 23832 until, but no later than the specified time and date of opening as designated in the invitation, and then publicly opened and read aloud. Bids shall be submitted in a sealed envelope with the IFB number and due date and time written on the outside of the envelope. ANY NOTATION ON THE EXTERIOR OF THE ENVELOPE PURPORTING TO ALTER, AMEND, MODIFY OR REVISE THE BID CONTAINED WITHIN THE ENVELOPE SHALL BE OF NO EFFECT AND SHALL BE DISREGARDED. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline. Late bids shall be rejected.
- 2. Bids or changes to a bid response shall not be accepted via fax or E-mail.
- 3. In the event that Chesterfield County government offices are not operating under normal staffing levels or if the location for bid submission, bid opening or a pre-bid

- conference is inaccessible due to inclement weather or other emergency situations at the published time, the bid submission, bid opening or pre-bid conference will default to the next regular business day at the same time.
- 4. All bids shall be signed in the space provided for a signature on the cover sheet and returned. If the bidder is a partnership or corporation, the bidder shall show the title of the individual signing the bid, and if the individual is not the president or vice president of the partnership or corporation, if requested, the bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
- Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
- 6. Unless otherwise specified, bidders are to complete and return the Bid Form furnished by the County.
- 7. No bid shall be altered or amended after the specified time for opening.
- 8. If you are an individual with a disability and require a reasonable accommodation in order to participate in this procurement, please notify the Purchasing Department at (804)748-1617 as soon as possible.
- 9. For information pertaining to the bid tabulation, decision to award and/or award on this procurement transaction, bidders may access public notification electronically at: www.chesterfield.gov/purchasing.
- B. Amendments or Requests to Withdraw Bids by a Bidder Prior to Bid Opening: A bidder may amend and/or withdraw their bid before the due date and time designated for receipt of bids. All requests from a bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the document's authenticity. All amendments to the bid are to be initialed by an individual authorized to represent the bidder.
- C. **Site Visits Non-Mandatory:** Bidders submitting bids who wish to make school site visits in conjunction with this solicitation are asked to schedule the site visit by contacting: Mr. Alan Lederman at 804-717-6466. Visits to county sites should be coordinated with Ms. Margie Bryan at 804-751-4322.

V. <u>TERMS AND CONDITIONS</u>

The following terms and conditions are applicable to, and incorporated by reference in, any governmental procurement from a nongovernmental source conducted by the Chesterfield County Purchasing Department (or pursuant to delegated purchasing authority) on behalf of all Chesterfield County public bodies, as public bodies are defined in *Code of Virginia* Section 2.2-4301, as amended, including any agencies, boards, authorities, schools, or other entities for which the Chesterfield County Purchasing Department acts as purchasing agent. The term

"County" as used in any general or special terms and conditions includes the applicable entity or entities listed above as the context may require.

A. GENERAL TERMS AND CONDITIONS

- 1. Addenda: Any changes or supplemental instructions to this solicitation shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at: www.chesterfield.gov/purchasing. Each bidder is responsible for obtaining all addenda posted at the Purchasing Department website or by calling (804) 748-1617. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid. All addenda issued shall become part of the solicitation and all resulting contract documents.
- 2. Appropriation of Funds: The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.
- 3. Assignment of Contract: The County and Contractor bind themselves and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.
- 4. Audit of Vendor Records: Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges and compliance related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in

compliance with this paragraph.

5. **Change Orders:** Change orders must be approved by the County prior to work being performed.

6. Commitment to Diversity and Chesterfield Businesses:

a. Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. The County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The County is committed to increasing the opportunities for participation of minority-owned businesses, service disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations. In addition, the County strongly encourages each Contractor and/or supplier with which the County contracts to actively solicit minority-owned businesses, service disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in the County as subcontractors/suppliers for their projects. Upon award/completion of work, the County will require the Contractor to furnish data regarding subcontractor/supplier activity with minorityowned businesses, service disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in Chesterfield County on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the Contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

b. Definitions:

- i. Chesterfield Business (CB) any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.
- ii. Minority-Owned Business (MOB) a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority. (Code of Virginia, Section 2.2-4310, as amended)
- iii. Service Disabled Veteran-Owned Business (SDVOB) a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily

- business operations are controlled by one or more individuals who are service disabled veterans. (*Code of Virginia*, Section 2.2-4310, as amended)
- iv. Small Business (SB) a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. (*Code of Virginia*, Section 2.2-4310, as amended)
- v. Women-Owned Business (WOB) a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia*, Section 2.2-4310, as amended)
- c. This provision only applies to contracts valued in excess of \$10,000.

If the contractor intends to subcontract work as part of its performance under this contract, the contractor shall include in the proposal a plan to subcontract to small, women-owned, minority-owned, and service disabled veteran-owned businesses. (*Code of Virginia*, Section 2.2-4310, as amended)

- 7. **Contract Execution:** Though the term "County" is defined herein to include distinct entities, the contract shall be entered into by, and in the name of, the specific entity receiving the benefit of the goods and services.
- 8. Contractor Background Checks: In order to preserve the integrity and security of County government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- 9. Contractor's Authorization To Transact Business: In accordance with Code of Virginia, Section 2.2-4311.2, as amended, any bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. Any bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid the identification number issued to it by the State Corporation

Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law, shall include in its bid a statement describing why the bidder is not required to be so authorized. This information shall be provided on Attachment A titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the bid. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the *Code of Virginia*, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section. SEE ATTACHMENT A.

- 10. Copyrights or Patent Rights: The bidder certifies by submission of a bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
- 11. Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the County for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- 12. **Drug Free Workplace:** (*Code of Virginia,* Section 2.2-4312, as amended) This provision only applies to contracts valued in excess of \$10,000.
 - a. During the performance of this contract, the Contractor agrees to
 - i. provide a drug-free workplace for the Contractor's employees;
 - ii. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - iii. state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
 - iv. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- b. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- 13. **Employment Discrimination:** (*Code of Virginia,* Section 2.2-4311, as amended) This provision only applies to contracts valued in excess of \$10,000.
 - a. During the performance of the contract, the Contractor agrees as follows:
 - i. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - iii. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - b. The Contractor shall include the provisions of the foregoing paragraphs i., ii., and iii. in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 14. Environmental Management Procedures: The Contractor shall follow all federal, state and local environmental and safety laws and regulations. Chesterfield County's General Services Environmental Division maintains an Environmental Management System (EMS) that is fully compliant with the ISO 14001 standard. The Bidder shall review and comply with the Contractor Environmental Guidelines (ENVMGT.FORM.0011) and Environmental Policy accessible at www.chesterfield.gov/purchasing. The Contractor shall work with the county Project Manager to manage and control those activities that may cause a significant environmental impact or safety hazard. Bid pricing shall include all costs associated with controls, permits and training to ensure regulatory compliance and to protect human health and the environment.
- 15.ePayables: Chesterfield County recognizes the importance of timely payments to our vendors. Therefore, we offer our vendors the opportunity to enroll in our ePayables program. This program allows us to make card payments to our vendors and features an online portal to facilitate payments as well as reduce payment processing times. Our ePayables program is mutually beneficial and is our preferred

method of payment. If you choose not to enroll in this program, payments will be made by check and mailed through the postal service which could impact how quickly you receive payments. No action is required for vendors already enrolled in the program. Please contact the Accounting Department at (804) 748-1673 with questions.

- 16. **Faith-Based Organizations:** (*Code of Virginia,* Section 2.2-4343.1, as amended) Chesterfield County does not discriminate against faith-based organizations.
- 17. **Finance/Interest Charges**: Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the County.
- 18. **Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
- 19. Illegal Aliens: (Code of Virginia, Section 2.2-4311.1, as amended) The Contractor agrees that he does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 20.**Indemnification:** The Contractor shall hold harmless and indemnify the County, its officers, officials, employees, and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions.
- 21.Invoices: Invoices for goods and services ordered and delivered shall be submitted by the Contractor to the remittance address shown on the purchase order. All invoices shall show the purchase order number, description of the goods and services, stock number and contract price as applicable. The County's obligation to pay amounts due under the contract shall be contingent upon receipt of invoices in sufficient detail to permit identification of the goods and services.

22. Mistakes in Bids

- a. Mistakes discovered following bid opening but prior to award:
 - i. If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn in accordance with the withdrawal procedure provided herein.

- ii. Prices shall be stated in units of quantity and/or work as specified in the Pricing Schedule. In the event of a discrepancy in calculating price extensions (an error in the multiplication of units of quantity and/or work and the unit price), the unit price shall govern and the discrepancy will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum of the column will be resolved in favor of the correct sum total. The County reserves the right to audit price extensions and/or totals, and may use corrected price extensions and/or totals after such audit to determine the apparent low bidder. The County is not responsible for a bidder's clerical or mathematical errors. The County further reserves the right to reject any bid in whole or in part, delete items before making an award, or waive any informality, in accordance with the Virginia Public Procurement Act.
- b. <u>Mistakes discovered after award:</u> Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.
- 23. **Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the contract.
- 24. Negotiation: In accordance with 2-47 of the County Code, if the bid from the lowest responsible bidder exceeds available funds, the county may negotiate with the apparent low bidder to obtain a contract price within available funds. Such negotiation may include, but is not necessarily limited to, adjustment of the bid price and changes in the bid scope or requirements in order to bring the bid within the amount of available funds. Negotiation shall be conducted by the purchasing director, or his designee, with assistance from the user department.
- 25. Online Terms of Service: The bidder shall submit Terms of Service with the bid for any online activity (i.e., hosted, online, portal, website, support site, etc.) that are required to use or support the product or service being provided.
- 26. **Payment:** If the Contractor performs all of the obligations of the contract to the satisfaction of the County, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of *Code of Virginia* Sections 2.2-4352 and 2.2-4354, as amended. Furthermore, the Contractor shall, within seven days after receipt of payment by the County, take the following actions:
 - Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or
 - b. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- 27. **Precedence of Terms:** All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to

General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

28. Preferences:

- a. In accordance with Code of Virginia, Section 2.2-4324 (B), as amended, whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Commonwealth's Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this section, the County will rely upon the accuracy of the information posted on this website. In accordance with Code of Virginia, Section 2.2-4324 (D), as amended, for the purposes of this section, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.
- b. In accordance with Code of Virginia, Section 2.2-4328, as amended, and Article 4, Section 2-47 of the County Code, in the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth of Virginia pursuant to Code of Virginia, Section 2.2-4324, as amended, or where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content. If no County or Commonwealth of Virginia preference is applicable, the tie shall be decided by lot.
- 29. **Proprietary Information:** *Code of Virginia*, Section 2.2-4342(F), as amended, states: "Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." If the exemption from disclosure provided by *Code of Virginia*, Section 2.2-4342(F), as amended, is not properly invoked then the bids will be subject to disclosure pursuant

to applicable law.

- 30. Quality Expectation Statement: The County, through its quality initiative, is a recognized leader in providing quality goods and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, goods and services. In the spirit of the County's total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide goods and services with a target of "zero defects zero rework".
- 31. **References:** If requested, the bidder shall provide references which substantiate past work performance and experience in the type of work required for the contract. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder.

32. **Safety**:

- a. The Contractor, its employees and subcontractors shall comply with all current applicable local, state and federal policies, regulations and standards relating to occupational health and safety, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia*/Virginia Occupational Safety and Health shall apply to all work under the contract. The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Contractor.
- b. The Contractor shall provide a supervisor at each job site who is competent, qualified, and authorized on the worksite, and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor shall be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and shall be capable of ensuring compliance with all applicable safety and health regulations, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's employees from the work site.
- c. Any activities of the Contractor determined to be hazardous by the County, shall be immediately discontinued by the Contractor upon receipt of either a written or verbal notice from the County to discontinue such activities.
- d. If requested by the County Project Manager, the Contractor shall provide a written health and safety plan for the project prior to proceeding with work.
- 33. Sensitive Information Handling: Any information in the possession of the County

which is specific to an employee, student, citizen, County business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from County facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the County facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the County's department head, if any, and the specific entity's information systems technology department manager or director. In the event that the specific entity entering into the contract does not have an information systems technology department, then the consent must be obtained from the Chesterfield County Chief Information Officer, or his designee. Any access to County information by contract workers from outside the County intranet shall be in accordance with existing technology security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable policies and procedures. Any exception to the application of these policies shall require approval by the specific entity's information systems technology department manager or director. In the event that the specific entity entering into the contract does not have an information systems technology department, then the approval must be obtained from the Chesterfield County Chief Information Officer, or his designee.

- 34. Taxes: The County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by the County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by the County on materials and supplies that are installed by a Contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
- 35.**Termination:** It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.
- 36. **Termination for Breach or Non-Performance:** If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:
 - a. after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;
 - terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the County, the Contractor shall not be entitled to receive any further payment from the County until completion of the work has

occurred. After completion of the work, the County shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the County to complete the work. If the cost incurred by the County to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.

- 37. **Vendor Rewards/Gift Programs:** It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your bid and demonstrate in the bid how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.
- 38. Waiver of One Breach Not Waiver of Others: No waiver by the County or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

39. Withdrawal of Bids

- a. Withdrawal: Construction (*Code of Virginia* Section 2.2-4330, as amended)
 - i. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw its bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.
 - ii. The bidder shall give notice in writing to the Director of Purchasing of its claim of right to withdraw its bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to compliance with the provisions of *Code of Virginia* Section 2.2-4342(F), as amended.

- iii. Within 5 business days, the County will notify the bidder in writing of its decision. If the County denies the withdrawal of a bid under the provisions of this section, or *Code of Virginia* Section 2.2-4330, as amended, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the County will also return all work papers and copies thereof to the bidder.
- b. Withdrawal: Other than Construction

A bidder for a public contract may request withdrawal of its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of work papers, documents or materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of its bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of work papers, documents or materials used in the preparation of the bid sought to be withdrawn. Such notice shall be sent to the Purchasing Department prior to award. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to compliance with the provisions of Code of Virginia Section 2.2-4342(F), as amended.

B. SPECIAL TERMS AND CONDITIONS

- 1. **Acceptance Period of Bids:** All bids submitted shall be binding for sixty (60) calendar days following bid opening date. The sixty (60) calendar day acceptance period may be extended by mutual consent of both parties.
- 2. Contact with Students: As required by Code of Virginia, Section 22.1-296.1, as amended, Bidders who will provide services that will place Contractor or Contractor's employees in direct contact with students on school property during regular school hours or during school-sponsored activities, shall certify, by signing and submitting their bid or proposal, that none of the individuals who will perform the work under the contract have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Any person making a

materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

3. Contract Term/Contract Renewal/Contract Extension

a. Contract Term

The initial term of this contract shall be effective from date of contract execution through <u>August 31, 2018</u>.

b. Contract Renewal

This contract may be renewed by the County for four (4) successive one year periods under the terms and conditions of the original contract except as stated in subsections i. and ii. below. Price increases may be negotiated only at the time of renewal. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.

- i. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the Other Services category of the All Urban Consumers section of the Consumer Price Index (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following: http://www.bls.gov/cpi
- ii. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase of the Other Services category of the All Urban Consumers section of the Consumer Price Index (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following: http://www.bls.gov/cpi

c. Contract Extension

The County has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.

4. **Delivery of Services – Planned Transfers/Pumping:** The Contractor shall be required to respond on-site to planned sludge transfer requests and County septic tank pumping requests within 24 hours of receipt of the request.

- 5. **Delivery of Services Unplanned Transfers/Pumping and Emergency Requests:** The County will, during the course of the contract, make unplanned and emergency requests of the Contractor which may require immediate response. Upon receipt of an emergency request for services the Contractor will be required to have a work crew on site within four (4) hours of receipt of the unplanned/emergency request. The Contractor shall be on a twenty-four (24) hour call for unplanned and emergency situations which may arise.
- 6. Insurance Requirements: The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a certificate of insurance in accordance with the requirements before the County will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. The certificate of insurance does not need to accompany the bid.

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the County, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the County's Attorney and/or Risk Management Director and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract. All insurance carriers shall waive any and all subrogation against the County, and it shall be the responsibility of the Contractor/the Contractor's insurance professional to ensure compliance with this requirement.

The Contractor's insurance coverage shall be primary and non-contributory to any program of insurance or self-insurance that the County may or may not have in force, and the insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the contract. The Contractor shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

The Contractor shall maintain during the initial term and any additional terms of this contract the following equivalent coverage and minimum limits:

- a. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence. Coverage must be Broad Form and include Products & Completed Operations, Bodily Injury, Property Damage and Contractual Liability.
- b. Business Automobile Liability: \$1,000,000 Combined Single Limit per occurrence. Coverage should include all owned, hired and non-owned

automobiles.

c. Workers' Compensation: Virginia Statutory limits including Employers Liability limits of \$100,000 each accident, \$100,000 each disease-each employee, and \$500,000 policy limit.

An insurance certificate shall be provided as evidence of the required insurance. The insurance certificate:

d. Must reflect that the Commercial General Liability policy names Chesterfield County Public Schools, the County of Chesterfield, their officers, employees, and agents, as an additional insured by endorsement to the policy or as required by contract.

Additional insured status applies to all work of the named insured performed on behalf of Chesterfield County Public Schools and the County of Chesterfield for this policy period.

- e. Must reflect that the policies are endorsed to require no less than 30 days' notice of cancellation or other change in coverage to the County;
- f. Must have an authorized signature;
- g. The Certificate Holder should be listed as:

Chesterfield County c/o Purchasing Department P.O. Box 51 Chesterfield, VA 23832-0001

- 7. **Licenses, Permits, and Fees:** All bids submitted shall have included in the price the cost of any business and professional licenses, permits, or fees required by the County or the Commonwealth of Virginia.
- 8. Negotiating Contract Reductions: The County reserves the right, at any time during the contract term or any extension of the term, to renegotiate with the Contractor a reduction in the compensation paid to the Contractor that is less than the compensation initially agreed to by the Contractor and the County at the time of contract execution/issuance of the purchase order. The County may initiate such negotiations whenever the County determines that it is in the County's best fiscal interests to do so. Notwithstanding any other provision of this contract/purchase order to the contrary; the County may terminate the contract/purchase order immediately and without penalty if the County is unable to renegotiate the compensation with the Contractor to an amount which the County determines to be appropriate.
- Requirements Contracts: Quantities set forth in solicitations seeking a source of supply for requirements contracts for goods and/or services are estimates only. No guarantee or warranty is given or implied by the County as to any minimum or total

amount that may be purchased from any resulting contracts. The Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such quantities are more or less than those set forth in the solicitation and/or the pricing schedule.

In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.

- 10. **Subcontracts:** No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract and compliance with applicable General Terms and Conditions (including, without limitation, the non-discrimination and drug-free workplace provisions).
- 11. **Worksite Damages:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of the contract shall be repaired, to the County's satisfaction, at the Contractor's expense.

VI. BID FORM

A. BASIS OF AWARD

Award will be made to the lowest responsive and responsible bidder based on the grand total of the estimated yearly volume in gallons pumped and transferred for the two schools and the estimated number of pumpings for the County septic tanks each year.

B. PRICING SCHEDULE

The bidder agrees to furnish the goods/services as specified herein, and in compliance with the terms and conditions of this Invitation for Bids at the following price(s):

Item	Estimated	Description	Unit	Total
	Quantity		Price	Price
1	300,000 gallons	Sludge transfer between the two County treatment plants and the two schools	\$/gal.	\$
2	1 each.	Pumping of Trampling Run Park tanks	\$/ea.	\$
3	6 each.	Pumping of Rockwood Park tanks	\$/ea.	\$
4	2 each.	Pumping of Harry Daniel Park tanks	\$/ea.	\$
5	1 each.	Pumping of Henricus Park tank	\$/ea.	\$
6	1 each.	Pumping of Eppington Plantation tank	\$/ea.	\$
7	12 each.	Pumping of Warbro Athletic Complex tank	\$/ea.	\$
8	2 each.	Pumping of Point of Rocks Park tanks	\$/ea.	\$
9	12 each.	Pumping of Animal Shelter tank	\$/ea.	\$
	Grand Total			\$

C. ADDENDA

Bidder hereby acknowledges receipt of and incorporation of all requirements of any

	addenda issued for this Invitation for Bid	ls:			3.5
	Addendum No	Dated			
	Addendum No				
	Addendum No				
D.	BUSINESS CLASSIFICATION				
	Bidders are requested to provide the foll regarding their business. This information case of tie bids, all firms submitting bids 6 of the General Terms and Conditions) classified as a:	on is fo will red	r statistical p ceive equal c	ourposes and consideration	, except in the (refer to Clause
	Minority-Owned Business:		Yes 🗌	No 🗌	
	Women-Owned Business:		Yes 🗌	No 🗌	
	Chesterfield Business:		Yes 🗌	No 🗌	
	Small Business:		Yes 🗌	No 🗌	
	Service Disabled Veteran-Owned Busine	ess:	Yes 🗌	No 🗌	
E.	BIDDER'S CHECKLIST				
	This checklist is provided to assist bidde be inclusive of all solicitation requirement entire solicitation and verify that the follo submission of a bid:	nts. Bio	lders are exp	pected to car	efully read the
	Provide completed cover page to include	e signa	ture.		
	Provide completed Bid Form.				
	Provide completed Attachment A.				
F.	CONTRACTOR'S REPRESENTATIVE	•			
	Please furnish the name(s) of a contact email address for placing orders:	person	, address, te	lephone, fax	number, and
	Name(s):				
	Address:				
	Phone (voice): F	ax:			
	Cell Phone: Email A	Address	s:		

G. **PAYMENT TERMS**

Н.

If discounts for prompt payment are offered by the bidder, it is required that a of twenty (20) days be allowed for payment. Discounts for prompt payment of considered in the evaluation of bids. Discounts for prompt payment will be street the purchase order/contract and taken if invoices are processed and payment within the stipulated time frame. If discounts are not offered, payment shall be thirty (30) days after receipt of an accurate invoice by the County. Our terms are:	will not be shown on nt made
BIDDER DATA	
QUALIFICATIONS OF BIDDER: Firms shall have the capability in all respect perform fully the contract requirements and the experience, integrity, persever reliability, capacity, facilities, equipment, and credit which will assure good far performance of the contract to the satisfaction of the County.	erance,
Indicate the length of time you have been in business as a company providir of good(s) and/or service(s) required for this contract.	ng the type
years months	
Provide a minimum of three (3) references that will substantiate past work per and experience in the type of work required for this contract.	erformance
Company Name, Address, Phone Number and Contact Person's Name and Address:	Email
1	
2	
3	

ATTACHMENT A - Virginia State Corporation Commission (SCC) Registration Information

The bidder shall check one of the following. The bidder is:
a corporation or other business entity with the following SCC identification number:OR-
not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped int Virginia from bidder's out-of-state location) -OR-
an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.
NOTE >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids. No award shall be issued to a bidde who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the County reserves the right to determine in its sole discretion whether to allow such waivers):

ATTACHMENT B - LOCATIONS

School locations are:

Matoaca High School 17700 Longhouse Lane Chesterfield, VA 23838

Grange Hall Elementary School 19301 Hull Street Road Moseley, VA 23120

WWTP locations are:

Proctors Creek WWTP 1200 Coxendale Road Chester, VA 23836

Falling Creek WWTP 2100 Station Road Richmond, VA 23234

County Septic Tank locations are:

Trampling Run Park (also known as Stratton Park) 5800 Jessop Road Chesterfield, VA 23832 One tank pumped as needed every several years

Rockwood Park 3401 Courthouse Road North Chesterfield, VA 23236

Three tanks: one pumped every three months and two pumped as needed every several years

Harry Daniel Park at Ironbridge 6600 Whitepine Road North Chesterfield, VA 23237 Two tanks pumped as needed every several years

Henricus Park 251 Henricus Park Road Chester, VA 23836 One tank pumped as needed every several years

Eppington Plantation 14201 Eppes Falls Road Chesterfield, VA 23838 One tank pumped as needed every several years Warbro Athletic Complex 3200 Warbro Road Midlothian, VA 23112 One tank pumped every month

Point of Rocks Park 201 Enon Church Road Chester, VA 23836 Two tanks pumped as needed every several years

Chesterfield County Animal Shelter 9300 Public Works Road Chesterfield, VA 23832 One tank containing animal waste pumped once per month